

DESCHUTES COUNTY OFFICIAL RECORDS
NANCY BLANKENSHIP, COUNTY CLERK

2009-42073



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D-CCR Cnt=1 Stn=4 SRB
\$45.00 \$11.00 \$16.00 \$10.00 \$6.00

After Recording Return to
Pence Place Homeowners Assn.
Attn: Charles Lang, President
1841 NW Monterey Pines Dr.
Bend, OR 97701

AMENDMENTS AND CORRECTIONS TO THE CCRs TO THE
PENCE PLACE SUBDIVISION
DESCHUTES COUNTY, OREGON

Note: The sections listed in this document replace all of the same numbered Sections in the 2004 CCRs (Recorded # 2004-55503): i.e., Section 2.1 in this document replaces the 2004 Section 2.1 in that section's entirety, and so on throughout the listed fourteen (14) amendments/corrections listed in this document.

Declarant Pence Place Homeowners
Association

recorded to correct the CCRs of the Pence Place Subdivision previously recorded in

Book 2004 and Page 55503 and/or Fee Number _____

AMENDMENTS AND CORRECTIONS TO THE CCRs OF PENCE PLACE SUBDIVISION

ARTICLE II-PENCE PLACE HOMEOWNERS' ASSOCIATION

Section 2.1 Membership

The Declarant and every Owner of a Lot by virtue of ownership of such Lot shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. Until the Conversion Date, there shall be two (2) classes of membership, Class A and Class B as described in Section 2.2.

Upon the sale of any Lot the purchaser shall pay a transfer fee of at least two (2) monthly assessments to the Association and thereby become a voting, dues paying member of the Association. The Board of Directors may change the amount due for the transfer fee without further amendment to this document.

Section 2.8 Purpose of Assessment

The Association shall establish a fund composed of annual assessments which shall be used for the benefit of all members of the Association to provide for recurring maintenance charges for the Common Maintenance Areas and the members' health, safety, aesthetics, welfare, recreation and meetings as related to the Property. The Board, for the benefit of the Owners, shall provide and shall use the assessment fund for such uses and benefits that are to be provided by the Association which may include, by way of clarification and without limitation, the following:

The Association shall be responsible for:

- a) Obtaining bids for landscaping services to mow, seed, edge, fertilize, rake and maintain the unit's lawns as well as the rocked and composted areas including the land between the curb and the sidewalks.
- b) Obtaining bids for irrigation services for Units to maintain the irrigation systems including winterizing the systems in early winter and checking them in early spring.

c) Obtaining bids for snow removal for the sidewalks, driveways, alleyways, concrete walkways and steps to the Units.

d) The maintenance, repairs, and enhancement of the Common Maintenance Areas and any improvements therein. This shall include the perpetual maintenance, repair, and enhancements for any fences, columns, exterior walls, roofs, eaves, down spouts (including those eaves and down spouts that cross the property lines), crickets, alleyways, bollards, driveways, rock retaining walls, concrete retaining walls, interior sidewalks (not the city sidewalks), mailboxes, signs and monuments that serve or benefit the Property, to the extent not maintained by governmental authorities.

e) Perpetual maintenance of storm water drainage which serves the Property.

f) Any Board of Directors expenses for outside legal, accounting and/or secretarial expenses for maintaining the HOA books and enforcement of the CCRs.

g) If so decided by the HOA, the services of a professional person or management firm to manage the Association or any separate portion thereof.

h) Except for the items listed in this document as Owner's responsibilities, (Section 4.1), the Association shall maintain and replace the exterior improvements.

ARTICLE IV—OWNER'S RESPONSIBILITIES

Section 4.1 Owner's Responsibilities

Owners shall be responsible for:

a) The repair, replacement or restoration of solar heating systems and solar panels, glass, windows, window screens, exterior window casements, sashes and frames, exterior doors.

b) The cost of sprinkler timers and sprinkler heads and the installation of these devices will be billed to the Owner by the HOA.

c) Any trees, shrubs, grass, etc. that die on a Lot that has an inoperative or inaccessible source of water for irrigation or if such damage is caused by pet waste, the HOA will replace the damaged items and will bill the Owner for the cost of replacement and planting.

d) The maintenance to ensure the integrity of the entire vertical firewall from the foundation to the roof in their Unit.

e) To maintain the structural integrity and waterproofing of the foundation, including the concrete stem walls within their Lot.

f) Any damage done by an Owner, Owner's Guest or Renter to the Common Maintenance Area will be billed to the Owner by the Association.

g) Any damage to a common utility such as a Pacific Power pedestal by an Owner, Owner's Guest or Renter will be the responsibility of the Owner to repair. If Owner does not do this within two month's time, the HOA will have the damage repaired and will bill the Owner.

h) An Insurance Policy as described in Section 7.4 of this Document and the Owner shall furnish the Association evidence of such insurance.

i) Owners, Tenants or Occupants shall furnish the HOA a means of entry to their Unit for use in an emergency and/or to replace, maintain or repair irrigation equipment such as sprinkler timers.

j) The repair and/or replacement of decks. Owners are to keep decks in good repair and restained and sealed as needed—usually yearly. If any deck becomes in need of repair and/or restaining and sealing, the Association shall send the Owner a notice that this matter should be addressed within two months. If the Owner has not taken action to address this situation within this time frame, the Association shall obtain quotes for the needed work on the deck and shall inform the Owner that the deck will be repaired by the Association and the cost for the repairs will be the Owner's responsibility.

k) Any other item or items, named elsewhere in this Document as an Owner's responsibility.

Section 4.2 Prohibited Activities

Neither the Association nor any Owner shall conduct any of the following activities within Pence Place:

a) No alteration of outside entry ways, i.e., pet doors, nor any change in style of present doors, windows, or any change to the exterior of the buildings shall be made without the written permission of the Board.

b) Any tree greater than six (6) inches diameter at breast height or more than four and one-half (4.5) feet tall cannot be removed without the written opinion of a Certified Arborist that the tree is diseased and will not survive, or the tree poses a substantial threat of property damage or personal injury, and the written permission of the Board.

c) The modification, grading, excavation, filling or other activities which would alter the topography or vegetative cover without the written consent of the Board.

d) The disposal or placement of any debris, refuse, soil, rock, landscape debris or other deleterious materials on the Property.

e) The storage repair, or disposal of any motor vehicle.

f) Motor vehicle access (except on roads or roadways as may be necessary for repairs or maintenance) must be approved by the Board or in conjunction with the maintenance of utilities.

ARTICLE VI—EASEMENTS

Section 6.2 Entry Easement

If the Owner of any Lot fails to maintain the Lot as required herein or fails to comply with any requirements hereunder, or if there is an emergency, the Association and/or the ARC shall have the right to enter upon the Lot as provided herein. The Association shall have the right to enter upon the Lot to make any emergency repairs or irrigation repairs and/or landscaping work without providing advance notice. Neither shall normal landscaping and/or irrigation maintenance require prior notice.

The Association shall have the right to enter upon the Lot to do other work reasonably necessary for the proper maintenance and operation of the Lot after providing one (1) day's written notice to the Owner. In the event that the failure to comply is related to Article V and/or the Guidelines, the ARC or the Association shall have the right to enter upon the Lot to do the work reasonably necessary to bring the Lot into compliance by providing one (1) day's written notice to the Owner.

In each case that notice is required, such notice may be made by a posting on the front door of the Unit located on the particular Lot. Entry upon the Lot as provided herein shall not be deemed a trespass and neither the Association nor the ARC shall be liable for any damage so created unless such damage is caused by the Association's or the ARC's willful misconduct or gross negligence.

Section 6.3 Reserved Easements

Easements for installation and maintenance of utilities, storm water and/or buffers with adjacent property are reserved as may be shown on the recorded Plat or any Replat of the Property. Within these easement areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may hinder or change the direction of the flow of drainage channels or slopes in the easements.

ARTICLE VII—USE, OCCUPANCY, AND INSURANCE

Section 7.2 Commercial, Institutional or Non Residential Uses

No commercial, institutional, or other non-residential use such as residential day-care facilities, or short term rentals (less than three months) shall be conducted on any Lot without the written approval of the Board. The decision of the Board shall be final and conclusive. Any such use must comply with applicable law, including without limitation, zoning requirements.

A copy of any Lease to Rent for any length of time by an Owner will be provided to the Association as well as how to contact the Tenant and a person to contact for the Tenant in case of an emergency. An Owner of a rented unit should check with his insurance company about the need for a rental versus a homeowner's policy and advise the Board of the status of his new policy on said Unit.

The Board may review, and repeal, any such approval form time to time at the discretion of the Board if, in the opinion of the Board, the use has changed or increased to a level not consistent with the original approval. In no event shall the decision of the Board as to permissibility of a requested non-residential use be construed as a representation of the legal permissibility of such use.

Section 7.4 Owner Insurance

Each Owner of a Lot shall obtain and maintain, in effect, from a reputable insurance company authorized to do business in the State of Oregon, a homeowner's policy or a rental policy, if the Lot is a rental, with personal liability (inclusive of bodily injury and property damage) of limits not less than Three Hundred Thousand Dollars (\$300,000.00). Additionally, each Owner shall obtain and maintain in effect, from such companies, fire and extended coverage casualty insurance with respect to the Owner's Unit in an amount equal to one hundred percent (100%) of the replacement cost thereof. Each Owner shall also be responsible for obtaining fire and extended coverage casualty insurance with respect to that Owner's personal property. The Association shall have the right, but not the obligation, to request evidence that any Owner has procured the required insurance. Upon written request from the Association an Owner shall present a certificate of insurance evidencing the required coverages.

The Association shall have the right, but not the obligation, to increase the coverage limits established in this Section from time to time to reflect changes in housing values and/or the cost of living. Such increases shall require neither an amendment to this Section, nor a vote of the Owners, and shall be affected, if at all, by providing written notice to each Owner not less than

thirty (30) days prior to the effective date of the needed changes in policy coverages.

Section 7.5 Casualty

In the event of damage to or destruction of a Unit, the Owner of the Unit shall repair, reconstruct, and rebuild the damaged or destroyed portions of the Unit to substantially the same condition that existed prior to the damage or destruction. All repair, reconstruction, or rebuilding shall begin within six (6) months following the damage or destruction, and shall be diligently pursued to completion within twelve (12) months following the damage or destruction, unless work is delayed by causes beyond the reasonable control of the Owner. If an Owner fails to repair such damage timely, the Association shall have all rights of enforcement and remedies set forth under this Declaration. The ARC shall have the right to extend the deadlines contained in Section 7.5 if it deems the same reasonable under the circumstances, provided, however, in no event may any Owner leave his or her Unit or Lot in a condition that poses a health or safety hazard. Notwithstanding the foregoing terms in Section 7.5, an Owner may elect not to reconstruct a Unit that has been more than fifty percent (50%) destroyed, provided the Owner demolishes the remaining portions of the Unit and removes all debris from the Lot with six (6) months of the date of the casualty and thereafter keeps the Lot in good and safe condition and repair, and provided further, any later reconstruction of a Unit shall be completed within twelve (12) months of the date of commencement of construction and shall be subject to ARC review and approval procedures.

ARTICLE VIII—PROPERTY RIGHTS

Section 8.3 Rezoning Prohibited

No Lot shall be rezoned to any classification allowing commercial, institutional or other non-residential use without the prior written consent of the Board, which may be withheld in the Board's sole discretion. The Board may enforce this covenant by obtaining an injunction against any non-approved rezoning at the expense of the enjoined party.

and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise together with interest from the due date until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of his respective maintenance assessment (to the same extent as the lien provided herein for unpaid assessments), upon the Lot and upon all of his additions and improvements thereto, and upon all of his personal property upon the Lot. Any and all rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or any Owner. Without limiting the generality of this Section 10.1, any and all costs incurred by the Association and/or the ARC in remedying an Owner's violation of this Declaration shall be an assessment against such Owner's Lot.

Section 10.2 Terms and Amendments

The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date that the original CCRs were recorded (the "Initial Term"), after which time they shall be automatically extended for successive periods of ten (10) years each, unless a signed petition containing the signatures of at least nine-sixteenths (9/16ths) of the votes outstanding is presented (either by written or electronic vote) to the Board or other duly appointed and authorized persons, which shall authorize the Board, or other duly appointed and authorized persons, to execute and properly record a notice of termination of this Declaration in the real property records of Deschutes County, Oregon.

This Declaration may be amended at any time during the first thirty (30) year period or any extension thereof, by a signed petition or vote (either by written or electronic vote) containing the signatures of at least nine-sixteenths (9/16ths) of the votes outstanding which shall authorize the Board, or any other duly appointed and authorized persons, to execute and properly record an instrument amending this Declaration in the property records of Deschutes County, Oregon.

IN WITNESS WHEREOF, the Board of Directors of the Pence Place Homeowners Association has caused these Amendments and Corrections to the Pence Place Homeowners Association to be executed on its behalf, attested and signed on this 15 day of OCTOBER 2009.

By Charles Lang
Charles Lang, President
Pence Place Homeowners Association

STATE OF OREGON)
)
COUNTY OF DESCHUTES)

The foregoing instrument was acknowledged before me the 15th day of OCTOBER 2009, by CHARLES LANG, the PRESIDENT of PENCE PLACE HOMEOWNERS ASSC., an Oregon Non Profit Organization, on behalf of the Association



Tracie L. Stangle
Notary Public, State of Oregon

My Commission Expires JUNE 13, 2011